

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA, DAMAN AND DIU

### GOVERNMENT OF GOA, DAMAN AND DIU

#### General Administration Department

Order

No. 1-1-67-GAD-VII

Shri S. G. Lavanis, Mamlatdar, Tiswadi, Panaji is sanctioned 10 days earned leave with effect from 2-12-1974 to 11-12-1974 with permission to prefix 1-12-1974 being Sunday.

During the absence on leave of Shri Lavanis, Shri S. P. Camotim, Mamlatdar in the Collectorate of Goa will look after the work of Mamlatdar of Tiswadi Taluka in addition to his own duties.

It is certified that Shri Lavanis would have continued to officiate as Mamlatdar, Tiswadi but for his proceeding on leave.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandare, Deputy Secretary (Appointments).

Panaji, 26th November, 1974.

Order

No. 16-5-67-GAD-I

Read: Order No. 16-5-73-GAD dated 22-7-1974.

The services of Shri A. C. Kharwarwala, Block Development Officer, Daman are replaced at the disposal of the Government of Gujarat with immediate effect.

Shri J. M. R. Almeida, Mamlatdar-cum-P. A. to the Collector, Daman will look after the charge of the BDO, Daman in addition to his own duties with effect from the date Shri Kharwarwala is repatriated until further orders.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandare, Deputy Secretary (Appointments).

Panaji, 28th November, 1974.

#### Special Department

Order

No. 7-5-74-SPL

Read: Govt. Order No. SPL-PER-415 dated 28-5-1973 published in the Official Gazette, Series II, No. 9, dated 31-5-1973.

In pursuance of the Government of India, Ministry of Health and Family Planning (Department of Health) letter No. A.32012/3/74-CHS.I dated 19th October, 1974 Dr. S. N. Chaudhari, an Officer of supertime Grade II of the Central Health Service is appointed as Dean, Goa Medical College,

Panaji, a supertime Grade I post on the terms and conditions sanctioned therein with effect from the date he assumes charge of the post and until further orders.

With effect from the same date, Dr. S. P. Koranne, Prof. of Anatomy, is relieved of the charge of the post of Dean, Goa Medical College, Panaji.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandare, Deputy Secretary (Appointments).

Panaji, 27th November, 1974.

#### Home Department (General)

Notification

No. HD-(G)-44-92/74

In exercise of the powers conferred by sub-section (1) of section 20 of the Criminal Procedure Code, 1973 (Act No. 2 of 1974) Lieutenant Governor of Goa, Daman and Diu hereby appoints Shri A. Venkataratnam, Assistant Director of Pan-chayats and Shri S. K. Jain, Assistant Commissioner of Sales Tax as Executive Magistrates from 23rd November, 1974 to 5th January, 1975.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

M. K. Bhandare, Under Secretary (Home).

Panaji, 28th November, 1974.

Notification

No. HD(G)-44-92/74

In exercise of the powers conferred by sub-section (1) of Section 20 of the Criminal Procedure Code, 1973 (Act No. 2 of 1974) Lieutenant Governor of Goa, Daman and Diu hereby appoints Shri S. P. Camotim, Mamlatdar in the Collectorate of Goa holding the additional charge of Mamlatdar of Tiswadi as Executive Magistrate during the period from 2-12-1974 to 11-12-1974.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

M. K. Bhandare, Under Secretary (Home).

Panaji, 30th November, 1974.

#### Industries and Power Department

Notification

No. 5-73-72-IPD-81/59

Whereas the mining lease granted to late Shri Roghuvir Narayan Lotlikar under title of concession no. 81 dated

16-11-1959 for iron and manganese ores over an area of 72,3000 Ha, at Piliem of Sanguem Taluka was determined under Government Notification no. 5-73-72-IPD/81-59 dated 12-3-1973 for breach of the provisions of clause (f) of sub-rule (1) of Rule 27 of the Mineral Concession Rules, 1960.

And whereas Smt. Savitribai R. Lotlikar legal heir of late Shri Roghuvir Narayan Lotlikar filed a revision application to the Government of India against the said orders of the Government.

And whereas the Government of India, Ministry of Steel and Mines, New Delhi, under their letter No. MV-1(390)/73 dated 14-6-1974 allowing the revision application of Smt. Savitribai R. Lotlikar have set aside the order of this Government dated 12-3-1973.

Now, therefore after careful re-consideration of the case in respect of the title of concession no. 81 dated 16-11-1959 the Lt. Governor of Goa, Daman and Diu hereby condones the breach of the provisions of the Mineral Concession Rule, 1960 committed by late Shri Roghuvir Narayan Lotlikar and hereby in exercise of the powers under section 21 of the General Clauses Act, 1897 cancels the Government Notification No. 5-73-72-IPD-81/59 dated 12-3-1973 with immediate effect.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 23rd November, 1974.

#### Notification

##### No. 5-73-72-IPD-16/50

Whereas the mining lease granted to late Shri Roghuvir Narayan Lotlikar under title of concession no. 16 dated 13-3-1950 for iron and manganese ores over an area of 56,5812 Ha at Verlem of Sanguem Taluka was determined under Government Notification No. 5-73-72-IPD-16/50 dated 10-3-1973 for breach of the provisions of clause (f) of Sub-rule (1) of Rule 27 of the Mineral Concession Rules, 1960.

And whereas Smt. Savitribai R. Lotlikar legal heir of late Shri Roghuvir Narayan Lotlikar filed a revision application to the Government of India against the said orders of the Government.

And whereas the Government of India, Ministry of Steel and Mines, New Delhi, under their letter no. MV-1(389)/73-Goa dated 16-7-1974 allowing the revision application of Smt. Savitribai R. Lotlikar have set aside the order of this Government dated 10-3-1973.

Now, therefore after careful re-consideration of the case in respect of the title of concession no. 16 dated 13-3-1950 the Lt. Governor of Goa, Daman and Diu hereby condones the breach of the provisions of the Mineral Concession Rule, 1960 committed by late Shri Roghuvir Narayan Lotlikar and hereby in exercise of the powers under section 21 of the General Clauses Act, 1897 cancels the Government Notification no. 5-73-72-IPD-16/50 dated 10-3-1973 with immediate effect.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 23rd November, 1974.

#### Notification

##### No. 5-82-73-IPD-23/57

Whereas the mining lease granted to Shri Krishna W. Kenny under title of concession no. 23 dated 20-5-1957 for iron and manganese over an area of 27-8710 Ha, situated at Naroa of Bicholim Taluka was determined under Government Notification No. 5-82-73-IPD-23/57 dated 8-1-1974 for breach of the provisions of clause (b) of Sub-rule (1) of Rule 37 of Mineral Concession Rules, 1960.

And whereas the said Shri Krishna W. Kenny filed a revision application to the Government of India against the said orders of the Government.

And whereas the Government of India, Ministry of Steel and Mines, New Delhi, under their letter No. MV-1(212)/74 dated 30-9-1974 allowing the revision application of Shri Kenny have set aside the order of this Government dated 8-1-1974.

Now, therefore, after careful reconsideration of the case in respect of the title of concession no. 23 dated 20-5-1957 the Lt. Governor of Goa, Daman and Diu, hereby condones the breach of the provisions of the Mineral Concession Rules, 1960 committed by Shri Krishna W. Kenny and hereby in exercise of the powers under section 21 of the General Clauses Act, 1897 cancels the Government Notification no. 5-82-73-IPD-23/57 dated 8-1-1974 with immediate effect.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 23rd November, 1974.

#### Notification

##### No. 5-54-72-IPD-SL/73

Whereas the mining lease granted to late Shri Roghuvir Narayan Lotlikar under title of concession No. 23 dated 2-5-1956 for ferro manganese over an area of 24,6000 Ha, situated at Carapur Village of Bicholim Taluka was determined under Government Notification No. 5-54-72-IPD-SL/73 dated 13-11-1973 for breach of the provisions of clause (f) of sub-rule (1) of Rule 27 of the Mineral Concession Rules, 1960.

And whereas Smt. Savitribai R. Lotlikar legal heir of late Shri Roghuvir Narayan Lotlikar filed a revision application to the Government of India against the said orders of the Government.

And whereas, the Government of India, Ministry of Steel and Mines, New Delhi, under their letter No. MV-1(127)/74, dated 5-10-1974 allowing the revision application of Smt. Savitribai R. Lotlikar have set aside the order of this Government dated 13-11-1973.

Now, therefore, after careful re-consideration of the case in respect of the title of concession No. 23 dated 2-5-1956 the Lt. Governor of Goa, Daman and Diu hereby condones the breach of the provisions of the Mineral concession Rules, 1960, committed by late Shri Roghuvir Narayan Lotlikar and hereby in exercise of the powers under section 21 of the General Clauses Act 1897 cancels the Government Notification No. 5-54-72-IPD-SL/73 dated 13-11-1973 with immediate effect.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 28th November, 1974.

#### Notification

##### No. 5-54-74-IPD-VC/73

Whereas the mining lease granted to Shri Vivian Coutinho under title of concession No. 10 dated 16-6-1958 for iron over an area of 66,7630 Ha, situated at Sonus Vonvollem village of Satari Taluka was determined under Government Notification No. 5-54 72-IPD-VC/73 dated 20-10-1973 for breach of the provisions of clause (f) of Sub-rule (1) of Rule 27 of the Mineral concession Rules, 1960.

And whereas the said Shri Vivian Coutinho filed a revision application to the Government of India against the said orders of the Government.

And whereas the Government of India, Ministry of Steel and Mines, New Delhi, under their No. MV-1(50)/74 dated 31-7-1974 allowing the revision application of Shri Coutinho have set a side the order of this Government dated 20-10-1973.

Now, therefore, after careful reconsideration of the case in respect of the title of concession No. 10 dated 16-6-1958 the Lt. Governor of Goa, Daman and Diu, hereby condones the breach of the provision of the Mineral Concession Rules, 1960 committed by Shri Vivian Coutinho and hereby in exercise of the powers under section 21 of the General Clauses Act,

1897 cancels the Government Notification No. 5-54-72-IPD-VC/73 dated 20-10-1973 with immediate effect.

By order and in the name of the Administrator of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji 28th November, 1974.

#### Notification

No.5-82-73-IPD-38/52

Whereas the mining lease granted to Shri Hiru Bombo Gaunco under title of concession No. 38 dated 14-4-1952 (T.T. dated 26-12-52) for iron and manganese over an area of 100.0000 Ha. situated at Vichundrem Village of Sanguem Taluka was determined under Government Notification No. 5-82-73-IPD-38/52 dated 6-2-1973 for breach of the provisions of clause (b) of sub-rule (1) of Rule 37 of Mineral Concession Rules, 1960.

And whereas the said Shri Hiru Bombo Gaunco filed a revision application to the Government of India against the said orders of the Government.

And whereas the Government of India Ministry of Steel and Mines, New Delhi under their letter No. MV-1(299)/73

MV-1(452)/74 dated 30-9-74 allowing the revision application of Shri Gaunco have set aside the order of this Government dated 6-2-1973.

Now, therefore after careful reconsideration of the case in respect of the title of concession No. 38 dated 14-4-1952 the Lt. Governor of Goa, Daman and Diu, hereby cancels the breach of the provisions of the Mineral Concession Rules, 1960 committed by Shri Hiru Bombo Gaunco and hereby in exercise of the powers under section 21 of the General Clauses Act, 1897 cancels the Government Notification No. 5-82-73-IPD-38/52 dated 6-2-1973 with immediate effect.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 28th November, 1974.

#### Labour and Information Department

#### Order

No.CLE/1/ID(100)72/IT-18/72/73/74

The following Award given by the Industrial Tribunal, Goa, Daman and Diu, on an Industrial Dispute between the Management of M/s. Sardesai Engineering Works, Cortalim, Goa, and the workman employed by them, is hereby published as required vide provisions of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947).

P. Noronha, Under Secretary (Industries and Labour).

Panaji, 26th November, 1974.

Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 4 of 1973

Adjudication

Between

M/s. Sardesai Engineering Works, Cortalim (Goa).

And

Their workmen

In the matter of termination of services of Raya Borkar.

Appearances:

Mr. Ramesh Desai, Labour Adviser, for the company.  
Mr. Gajanan Patil, Vice President, National Union of General Employees (Goa), for the workmen.

#### AWARD

(1-10-1974)

This is a reference under Section 10(1)(d) read with Section 12(5) of the Industrial Disputes Act, 1947, relating to the dispute between M/s. Sardesai Engineering Works, Cortalim, (Goa), and their workman Raya Borkar, supervisor. The dispute referred to reads thus:

«Whether the management of M/s. Sardesai Engineering Works, Cortalim (Goa) was justified in terminating the services of Shri Raya Borkar, supervisor;

If not, to what relief is the workman entitled?

2. As mentioned in the order dated 26-4-1974 the employers agreed to reinstate the employee concerned-Raya Borkar immediately, and he was asked to report for duty.

3. After this order was passed, according to the union, Raya Borkar approached the employers with a view to resume duty, but the employers instead of assigning to him his normal work of supervisor asked him to do some other work. The union by its letter dated 7th May 1974 informed the Tribunal that the employers had in effect refused employment, hence the union had to advise Raya Borkar not to report for duty from 7-5-1974. As against this, the employers' contention in this respect is that Raya Borkar did approach the employers, they asked him to do his normal work, but Raya Borkar insisted that he should be provided the job of foreman, which the employers could not do. The employers further stated in their letter 17-5-1974 that Raya Borkar failed to report for duty since 3rd May 1974. In view of these rival contentions, evidence of Raya Borkar was recorded on 25-9-1974 and 1st October 1974. The employers also led evidence of Jairam Ishwardas Dialani, Accountant of Tolani Pvt. Ltd., Goa. The employers produced for inspection by the union the muster roll and salary sheets of Goa Ship Repairers. Evidence of Jairam Dialani clearly establishes that Raya Borkar served with Tolani Pvt. Ltd. since 4th April 1974 to this date. He has earned not less than Rs. 291/- p.m. during this period. On inspection of the salary sheets and muster roll of Goa Ship Repairers produced by the employers, Mr. Gajanan Patil for Raya Borkar conceded that Raya Borkar has worked with M/s. Goa Ship Repairers from 1st March 1973 to 31st March 1974 (inclusive) on monthly wages of Rs. 300/-.

4. Considering the evidence of Raya Borkar recorded on 25th September, 1974 and 1st October 1974 along with the evidence of Jairam Dialani, it is quite clear that at the time the employers agreed to reinstate Raya Borkar as per Tribunal's order dated 26-4-1974, Raya Borkar was obviously not interested in resuming duties with the employers in this case inasmuch as he was working with Tolani Pvt. Ltd. on higher wages. Considering the probabilities I do not believe that Raya Borkar was serious about resuming duties as per Tribunal's order dated 26-4-1974.

5. From what is stated above it is clear that Raya Borkar was employed since 1st March 1973 to this date except for the first 3 days of April 1974 and has earned wages more than he was getting from the employers, in this case, Mr. Gajanan Patil who appears for Raya Borkar, however, pressed the claim for back wages from 1st June 1972 to 28th February 1973 (inclusive). This claim is resisted by Mr. Ramesh Desai for the employers on the ground that Raya Borkar has made statements which are proved to be patently false, hence his evidence that he was unemployed from 1st June 1972 to 28th February 1973 (inclusive) should also be rejected as unreliable. In support of this contention, reliance is placed on the copy of Raya Borkar's application dated 22nd February 1974 submitted to Tolani Pvt. Ltd. In this application in the column 'experience' Raya Borkar wrote as follows:

«As regards my experience, I have to state that I have worked for (1) Messrs. Sardesai Engg. Works, Cortalim, as a Fitter for three years, (2) Messrs. Zuari Agro Chemicals Ltd., for 6 months as a Fitter and (3) Messrs. Goa Ship Repairs, Sancoale as Cutter and Fitter for two years. I have attended to your Barges Tolani-6, and Tolani-4 during my work with Goa Ship Repairs».

Raya Borkar admits that he has submitted this application.

According to the employers, Raya Borkar served with M/s. Zuari Agro Chemicals since the last week of June 1972 until he joined M/s. Goa Ship Repairers on 1st March 1973. Raya Borkar, however, in his evidence says that he worked with a Contractor of M/s. Zuari Agro Chemicals before joining Sardesai i.e. the employers in this case. Raya Borkar has made statements which are patently false, hence I am unable to believe the above statement of Raya Borkar. It is pointed

out by the employers that the period of experience mentioned by Raya Borkar in the application, Ex. C-4, cannot be accurate. This is obvious from the fact that on 22nd February 1974, the date of the application Ex. C-4, 2 years and 6 months had not elapsed since the termination of his services by the employers, which was on 31-5-1972. There is, therefore, considerable force in the employers' contention that Raya Borkar was working with Zuari Agro Chemicals since last week of June 1972. The employers are entitled to rely on Raya Borkar's own admission as contained in the application, Ex. C-4, that he had employment for 2 years and 6 months prior to 22nd February 1974. As stated above, I am unable to believe Raya Borkar's statement that his employment with the contractor of M/s. Zuari Agro Chemicals was prior of his joining Sardesai i. e. the present employers. Raya Borkar seems to have given his experience in a chronological manner, as one would normally do. It is also important to note that in his evidence recorded on 25-9-1973 Raya Borkar does admit that he worked with Canara Ship Repairers on wages of Rs. 12 per day, although he says that he does not remember for how many days exactly he worked there. He further admits that he worked with Western India Docks on Rs. 12/- per day for 4 days. Thus it is clear that for the most of the period since 1st June 1972 Raya Borkar was employed on wages higher than what he was getting from the employers in this case. In view of what is stated above, although employers offered reinstatement, Raya Borkar was not interested in accepting it, as he was earning higher wages elsewhere. With regard to back wages, as pointed above Raya Borkar was employed for most of the period since 1st June 1972 on wages higher than those paid by the employers in this case. It is, however, the suggestion of the employers themselves that Raya Borkar got employment during the last week of June 1972. In view of this, I direct the employers to pay Raya Borkar wages for only one month at the rate he was getting in May 1972. The rest of the demand stands rejected. If legal dues as on 31-5-1972 are not already paid, the employers shall pay the same.

6. Award accordingly. No order as to costs.

Sd/-

M. G. CHITALE  
Industrial Tribunal.

By order and in the name of the Lt. Governor of Goa,  
Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Order

No. CLE/1/ID(116)/73/IT-27/73/74

The following Award given by the Industrial Tribunal, Goa, Daman and Diu, on an Industrial Dispute between the Management of M/s. Budho Gopal Solyenkar, Tiska, Usgao, Goa, and the workman employed by them, as hereby published as required under provisions of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947).

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 26th November, 1974.

Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu

Reference (IT) No. 18 of 1974

Adjudication

Between

M/s. Budho Gopal Solyenkar, Usgao

And

Their workmen

In the matter of termination of services of K. L. Fadte.

Appearances:

Shri P. V. Kumtakar, Advocate, for the employer.

Shri Narendra B. Shetye, General Secretary, The Goa Commercial-Engineering & General Employees' Union, for the workmen.

## AWARD

(8-10-1974)

This is a reference under Section 10(1)(d) read with Section 12(5) of the Industrial Disputes Act, 1947, relating to the dispute between M/s. Budho Gopal Solyenkar, Usgao, (hereinafter referred to as the employers), and their workman Krishna Laxman Fadte. The demand in this reference reads thus:

"Whether the action of M/s. Budho Gopal Solyenkar, Tiska-Usgao (Goa), in terminating the services of Shri Krishna Laxman Fadte (driver) with effect from 1st December, 1972 is legal and justified?

If not, to what relief the workman is entitled?"

2. In the statement of claim it is alleged that K. L. Fadte worked as a driver with the employers for two years. His services were, however, terminated abruptly on 1st December 1972 without any notice. Notice of demand dated 5-1-1973 is alleged to have been sent under certificate of posting. The dispute was admitted for conciliation. Conciliation proceedings failed, hence this reference is made by order dated 30-1-1974. On these allegations Fadte claims reinstatement with full back wages and continuity of service.

3. The employers by their written statement contend that Fadte worked as driver only during the period from 10-6-1972 to 31-10-1972. The employers deny that Fadte's services were terminated on 1-12-1972, as alleged in the statement of claim. According to the employers Fadte did not account for the money collected by him, he misappropriated that amount which he had to pay to the employers and absented from duty from 1-11-1972. In view of this, Fadte is not entitled to any relief.

4. At the hearing evidence is led. The proprietor Budho Gopal Solyenkar has himself given evidence. The employee concerned Fadte has also given evidence. Notice demanding reinstatement with certificate of posting dated 5-1-1973 is produced. The proprietor in his evidence has produced two books, one is exercise book which is maintained by himself, the other book is a book with the driver on the truck, these are Exhs. C-2 and C-1.

5. This is a case where although the name of the employers is given as M/s. Budho Gopal Solyenkar, it is really a proprietary concern, the proprietor who appeared before the Tribunal appears to be an humble person carrying on transport business with the help of two trucks. The very crude manner in which he has maintained the record shows that he does not know how to keep regular accounts. I must also mention here that this is a case in which there is virtually word against word. The proprietor has produced the book Exh. C-2 to show that Fadte has accounted only for 65 trips, the book, Exh. C-2, is maintained showing the amounts paid by Fadte from time to time after the trips. He (Proprietor) has produced the book, Exh. C-1, in which admittedly, (Fadte admits it), the person to whom dressed stones (chiro) were delivered has made entries at the time of each delivery. The proprietor points out that the book, Exh. C-1, shows that Fadte made 96 trips, while Exh. C-2 shows that Fadte has accounted only for 65 trips. Fadte in his evidence says that he has accounted for all the trips. According to him, he used to render account at the end of each trip.

6. It is urged that there is no evidence, much less satisfactory evidence, to prove the alleged misappropriation. This argument overlooks the scope of the inquiry in this dispute. In this dispute the Tribunal is not required to find whether any amount is misappropriated or not. It is, however, important to note that the plea taken by the proprietor in the written statement is not afterthought. Failure report, Exh. U-1, is produced. That clearly shows that the proprietor's plea was the same as taken before this Tribunal, with the only difference that the exact amount not accounted for according to the proprietor is mentioned in the written statement before the Tribunal, while that amount was not mentioned in the conciliation proceedings. Nonetheless it is clear that the plea was the same and it was taken before the Labour Commissioner.

7. As already stated, this is a case in which the decision must depend upon word against word. The first question for consideration is whether Fadte's services were terminated by the proprietor. The evidence is that of the Proprietor and Fadte. According to the proprietor, when he demanded accounts from Fadte, he remained absent from 1-11-1972 and never reported thereafter for duty. It is urged that the proprietor has not served any notice asking Fadte to resume

duty. On behalf of the proprietor it is urged that this is a case of abandonment of employment, as is clearly established by the facts, hence Fadte will not be entitled to reinstatement, even though a specific notice asking him to report for duty on or before a particular date was not served on Fadte.

8. I have carefully considered Fadte's evidence. I am unable to place reliance on his evidence. Fadte is in his evidence quite definite that he was asked not to work on 1st November 1972 but the notice of states says that Fadte's services were terminated on 1st December 1972. Fadte was specifically asked whether he told the union the correct date of termination of services, and Fadte was sure that he had given the date of termination as 1st November, 1972. I accept the evidence of the proprietor in view of the two books, Exhs. C-1 and C-2, produced by him. The book Exh. C-1 is particularly important. Fadte admits that he made the trips shown in this book, and they are entered by the man to whom dressed stones were delivered. It is not suggested in Fadte's evidence that the proprietor had any other grievance against him. Considering the probabilities, I hold that the proprietor's version that Fadte did not render account of all the trips, and then remained absent seems to be correct. In the absence of any other reason on account of which the proprietor would be inclined to terminate the services, it does appear to me that the version deposed to by the proprietor must be correct. I do not believe Fadte when he says that all of a sudden, without any rhyme or reason he was asked not to work. This is a case where services were not terminated by the proprietor.

9. The next question is whether abandonment of employment can be presumed. On that point Fadte in his evidence says that he approached the union immediately on 1st November 1972. The notice of demand is dated 5-1-1973. It is not Fadte's version that in between he approached the employers and requested him to allow him to work, but the employer did not allow him. In my view the period from 1st November to 5th January without any communication in between is long enough to assume abandonment of employment. Accordingly I hold that this is a case of abandonment of employment, and not termination of services. In view of this conclusion I reject the demand.

Sd/-

M. G. CHITALE  
Industrial Tribunal

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Order

No. CLE/1/ID(116)/73/IT-15/74

The following Award given by the Industrial Tribunal, Goa, Daman and Diu, on an Industrial Dispute between the Management of M/s. Timblo Pvt. Ltd., Margao, Goa, and the workman employed by them, is hereby published as required vide provisions of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947).

P. Noronha, Under Secretary, Industries and Labour.

Panaaji, 26th November, 1974.

Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 26 of 1974  
Adjudication

Between

M/s. Timblo Pvt. Ltd., Margao (Goa)  
And  
Their workmen

In the matter of termination of services of J. P. Dias.

Appearances:

Mr. S. V. Cuncolencar, Accountant for the company.  
Mr. Dionisio Fernandes, Secretary, Goa National Commercial Employees' Sangh, for the workmen.

AWARD

(4-10-1974)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947, relating to the dispute between M/s. Timblo Pvt. Ltd., Margao, and the workman Joe P. Dias, an employee of the said company. The demand in the reference reads thus:—

«Whether the action of M/s Timblo Pvt. Ltd., Margao, Goa, in terminating the services of Shri Joe P. Dias, is legal and justified?

If not, to what relief the workman is entitled?»

2. At the hearing after some discussion the parties arrived at settlement. The terms of settlement are produced. Parties pray that award in terms of settlement should be passed. I find the terms of settlement fair and reasonable. Accordingly I pass award in terms of the settlement annexed hereto. Award accordingly. No order as to costs.

Sd/-

M. G. CHITALE  
Industrial Tribunal

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour

Terms of agreement arrived at between TIMBLO PRIVATE LIMITED, Margao, Goa and Goa National Commercial Employees' Sang, Margao, Goa in regard to settlement of dispute in respect of Mr. Joe Dias, of Cuncolim, Goa.

#### Short Resume of the Case:

Mr. Joe Dias was employed in the Marine Transport Dept. of Timblo Private Limited as Asstt. Electrician on 22-6-1972, and was sent to Mandovi Shipyard Private Limited, Rasaim for training. Thereafter, since he was on probationary trial basis the Company terminated his services some time in March, 1973. Thereafter, Mr. Joe Dias raised industrial dispute before the Labour Commissioner, Panjim which ended in a failure, and the said matter was referred before the Industrial Tribunal, Goa, Daman and Diu under Ref. No. (IT-GDD) No. 26 of 1974.

It was subsequently agreed between the Union and the management that the matter may be settled amicably and terms of settlement be filed before the Court and application be made to the Court to pass award accordingly:—

- 1) It has been agreed between the Management and the Union that two months wages as compensation be paid to Mr. Joe Dias in full and final settlement of his account.
- 2) It has been agreed that the name of Mr. Joe Dias be kept in the waiting list of Marine Transport Dept. and in the event a vacancy arises for the post of Asstt. Electrician he may be given an opportunity of re-instatement for the said job.
- 3) It has been agreed further that Mr. Joe Dias would produce at the time of re-instatement an undertaking of good behaviour and also a certificate of his past services in Tata Iron & Steel Co., Jamshedpur.

Margao, 3rd October, 1974.

Goa National Commercial  
Employees' Sang

Sd/-

(Dionisio Fernandes)  
Secretary

Timblo Private Limited

Sd/-

(S. V. Cuncolencar)  
Accountant

Order

No. CLE/1/ID(104)/72-73/74

The following Award given by the Industrial Tribunal, Goa, Daman and Diu, on an Industrial Dispute between the Management of M/s. Sardesai Engineering Works, Cortalim, Goa, and the workman employed by them, is

hereby published as required vide provisions of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947).

P. Noronha, Under Secretary, Industries and Labour  
Panaji, 26th November, 1974.

**Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu**

Reference (IT) No. 24 of 1973

Adjudication

Between

M/s. Sardesai Engineering Works, Cortalim, Goa.

And

Their workmen.

In the matter of termination of services of Rajaram Naidu.

**Appearances:**

Mr. Ramesh Desai, Labour Adviser, for the company.  
Mr. Gajanan Patil, Vice President, National Union of General Employees (Goa), for the workmen.

**AWARD**

(1-10-1974)

This is a reference under Section 10(1)(d) read with Section 12(5) of the Industrial Disputes Act, 1947, relating to the dispute between M/s. Sardesai Engineering Works, Cortalim, (Goa), and their workman Rajaram Naidu. The demand in the reference reads thus:

«Whether the management of M/s. Sardesai Engineering Works, Cortalim, was justified in terminating the services of the workman Shri Rajaram Naidu;

If not, to what relief the workman is entitled?».

2. After a prolonged hearing during arguments the parties arrived at settlement. They request the Tribunal to record the settlement arrived at. The terms of the settlement arrived at are as follows:—

(i) Admittedly Rs. 663/- are due from Rajaram Naidu to the employers. The employers agree not to recover this amount from Rajaram Naidu.

(ii) The employers further agree to pay Rajaram Naidu one month's wages viz. Rs. 300/- in addition.

3. On the above terms Rajaram Naidu gives up his claim in the reference. I must further mention here that the employers have deposited today Rs. 300/- with the Tribunal, which are paid to Rajaram Naidu who is present before the Tribunal. Payment is attested by his representative Mr. Gajanan Patil. In view of what is stated above, the reference stands disposed of without adjudication on merits.

4. Award accordingly. No order as to costs.

Sd/-

M. G. CHITALE  
Industrial Tribunal

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Order

No. CLE/1/ID(38)/74-IT/74

The following Award given by the Industrial Tribunal Goa, Daman and Diu, on an Industrial Dispute between the Management of M/s. Marmagoa Motor Transport Co-operative Society Ltd., Sambhaji, Goa, and the workman employed by them, is hereby published as required vide provisions of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947).

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 26th November, 1974.

**Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu**

Reference (IT-GDD) No. 41 of 1974

Adjudication

Between

M/s. Marmagoa Motor Transport Co-operative Society Ltd., Goa

And

Their workmen.

In the matter of suspension of Krishna V. Chodankar.

**Appearances:**

Shri Ramesh Desai, Labour Adviser, for the company.  
Shri Gajanan Patil for the workmen.

**AWARD**

(1-10-1974)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947, relating to the dispute between M/s. Marmagoa Motor Transport Co-operative Society Ltd. Sambhaji-Goa, and their workman Krishna V. Chodankar. The demand in the reference reads thus:

«Whether the action of the management of M/s. The Marmagoa Motor Transport Co-operative Society Limited, Vasco-da-Gama, Goa, in suspending Shri Krishna V. Chodankar, Mechanic, from employment with effect from 16th August, 1973 and subsequently dismissing him from the services with effect from 26th August, 1973 is legal and justified?

If not, what relief the concerned workman is entitled to?».

2. At the hearing the parties arrived at settlement. They have requested the Tribunal to record the terms of the settlement which are as follows:

(i) The employers agree to pay Krishna V. Chodankar wages for five months at the rate he was getting on the date of termination as compensation for termination of services.

(ii) It is further made clear by the employers that in addition to the above compensation they shall pay wages for the days Krishna V. Chodankar has actually worked upto the date of termination of service, if the same are not already paid, the wages for the accumulated privilege leave, if not enjoyed, and bonus. The rest of the claim is included in the amount of compensation mentioned above.

(iii) The amount payable under this award shall be paid as early as possible, but not later than 10th November, 1974. This is also agreed to by the parties.

3. Award accordingly. No order as to costs.

Sd/-

M. G. CHITALE  
Industrial Tribunal

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Order

No. 1/195/73-LAB/1407

Shri B. B. Naik, Labour Inspector, Office of the Commissioner, Labour and Employment is appointed to the post of the Assistant Labour Commissioner created under Government Order No. 5/14/68-LAB/2076 dated 31-7-1968 in the pay scale of Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200 on purely temporary and ad-hoc basis with immediate effect, until further orders.

His pay will be fixed in accordance with the rules in force.

By order and in the name of the Administrator of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 27th November, 1974.



Order

No. CLE/1/ID(72)/74

The following Award given by the Industrial Tribunal, Goa, Daman and Diu, on an Industrial Dispute between the Management of M/s. Gosalia Cine Corporation, Margao, Goa, and the workmen employed by them is hereby published as required vide provisions of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947).

P. Noronha, Under Secretary, Industries and Labour.  
Panaji, 26th November, 1974.

Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 38 of 1974

Adjudication

Between

M/s. Gosalia Cine Corporation, Margao (Goa).

And

Their workmen.

In the matter of pay scales, dearness allowance, leave benefits, etc.

Appearances:

Mr. Domnick Fernandes, Manager, for the employers.  
Mr. S. G. Naik, workers' representative, for workmen.

AWARD

(30-9-1974)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947, relating to the dispute between M/s. Gosalia Cine Corporation, Margao (Goa), and their workmen represented by All Goa General Employees' Union, Sambhaji (Goa). The demand in this reference reads thus:—

«Whether the demand of the workmen of Cine Prashant, of M/s. Gosalia Cine Corporation, Margao, for revision of pay-scales, dearness allowance, casual leave and sick leave facilities, overtime wages for extra hours of work and transport facilities for late duty is justified?

If so, to what relief the said workmen are entitled and from what date?»

2. At the hearing the parties have arrived at settlement. They have produce terms of settlement and pray for award in terms of settlement. I find that the settlement contains some matters not covered by the order of reference. I find the terms of settlement fair and reasonable. Accordingly I pass award as per terms of settlement annexed hereto, in so far as it relates to the demands in the order of reference.

In other respects it will remain on record merely as settlement. Award accordingly. No order as to costs.

Sd/-

M. G. CHITALE  
Industrial Tribunal

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Reference No. (IT-GDD) 38 of 1974

Between

M/s. Gosalia Cine Corporation (Cine Prashant), Curchorem.

And

Their workmen, not represented by The President, All Goa General Employees Union, Sambhaji, Goa.

TERMS OF SETTLEMENT

The parties to the above reference have discussed the subject matter of the reference and have agreed to settle the dispute as under:—

Demand No. 1 and 2 Pay Scales & Dearness Allowance: It has been agreed by and between the parties that the work-

men shall be given the basic pay and Dearness Allowance as shown in the Annexure (A) attached herewith. This pay and Dearness Allowance has been made applicable effective from 1st of March, 1974, and the arrears the roof have been paid to and received by the respective workmen.

Demand No. 3 Grant of Sick Leave and Casual Leave and Earned Leave: It has been agreed by and between the parties that each workmen shall be entitled for 30 days of earned Leave for every completed year of service. In addition the workmen shall be entitled for Public Holidays as are declared by the Government from time to time. There shall be no Casual & Sick Leave. The workmen shall also be entitled for 2 restricted Holidays.

Demand No. 4 Overtime: It has been agreed by and between the parties that in the existing scheme of work there is no scope for overtime and hence the question of payment of overtime does not arise.

Demand No. 5 Transport facility: It has been agreed by the workmen that in view of the fact that the workmen are local residents the provision of transport facility is not required.

Demand No. 6 Insurance of Cashier: It has been agreed by and between the parties that the management shall at its cost insure the cashier for an adequate amount to cover the risk involved in carrying the cash to the Bank.

It has been agreed by the parties that this settlement will be in force for two years effective from 27th August, 1974, and shall remain in force thereafter until either of the parties express its desire to terminate the same by giving a notice at least three months in advance.

The workmen hereby agree that they shall not resort to any direct action during the continuance of this settlement in furtherance of their demands specified in this settlement or otherwise, and further assure the Management that all disputes shall be settled amicably or through conciliation in respect of demands not settled in this Presents.

For and behalf of the workmen:	For and behalf of Management:
Witness:	Witness:
S. G. Naik	Domnick Fernandes

Dated at Curchorem on the 27th day of August, 1974.

Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu

Reference No. (IT-GDD) 38 of 1974

Between

Messrs. Gosalia Cine Corporation (Cine Prashant) Curchorem, Goa

And

Their workmen, not represented by the President. All Goa General Employees Union, Sambhaji Goa.

MAY IT PLEASE YOUR HONOUR.

In the matter of above reference the parties thereto have discussed the subject matter of the reference and have agreed to settle their dispute as per the terms of settlement attached herewith.

In the circumstances, we request that the award may be passed on the basis of the settlement.

For and behalf of the workmen:	For and behalf of the Management:
S. G. Naik	Domnick Fernandes

Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu

Reference No. (IT-GDD) 38 of 1974

Between

M/s. Gosalia Cine Corporation (Cine Prashant) Curchorem, Goa

And

Their work, not represented by the President All Goa General Employees Union, Sambhaji Goa.

In the matter of above reference we the Workmen of M/s. Cine Prashant, Curchorem, Goa, do hereby nominate Shri Shanker G. Naik to represent us in the above matter.

Workmen nominating the above representative.

1. Babusingh Rajput	Sd/-
2. Indrus Khan	Sd/-
3. Dattaram Naik	Sd/-
4. Tristean Fernandes	Sd/-
5. Sheik Yacub	Sd/-
6. Sadanand Naik	Sd/-
7. Antonio Fernandes	Sd/-
8. Sheik Yusuf	Sd/-
9. Govind Naik	Sd/-

10. Cajetan D'Costa	Sd/-
11. Satyavan Kudalkar	Sd/-
12. Joaquim Noronha	Sd/-
13. Babalal Khatib	Sd/-
14. Basappa Talwar	Sd/-
15. Francis Colasso	Sd/-

Accepted:

S. G. Naik

(Signature of the representative)

Dated at Curchorem on the 27th day of August, 1974.

#### ANNEXURE "A"

#### CINE PRASHANT — CURCHOREM GOA

S. No.	Names of the personnels	Designation	Date of joining	Basic Pay	D. A.	Total Salary	Annual Increment to be given every year in November
1.	Mr. Shanker G. Naik	In-charge	16-11-1963	Rs. 155.00	Rs. 25/-	Rs. 180.00	Rs. 20.00
2.	Mr. Babusingh Rajput	C. Operator	19-12-1964	Rs. 245.00	Rs. 20/-	Rs. 265.00	Rs. 20.00
3.	Mr. Dattaram Naik	A. Operator	26-12-1964	Rs. 145.00	Rs. 15/-	Rs. 160.00	Rs. 15.00
4.	Mr. Tristean Fernandes	A. Operator	15- 2-1966	Rs. 125.00	Rs. 15/-	Rs. 140.00	Rs. 15.00
5.	Mr. Idrus Khan	B. Clerk	19-12-1967	Rs. 110.00	Rs. 20/-	Rs. 130.00	Rs. 15.00
6.	Mr. Sheik Yakub	A. Operator	7- 9-1969	Rs. 130.00	Rs. 15/-	Rs. 145.00	Rs. 15.00
7.	Mr. Sadanand Naik	D. Keeper	1- 1-1969	Rs. 95.00	Rs. 15/-	Rs. 110.00	Rs. 5.00
8.	Mr. Satyavan Kudalkar	D. Keeper	1- 7-1969	Rs. 95.00	Rs. 15/-	Rs. 110.00	Rs. 5.00
9.	Mr. Francis Colasso	D. Keeper	1- 7-1970	Rs. 95.00	Rs. 15/-	Rs. 110.00	Rs. 5.00
10.	Mr. Joaquim S. Noronha	D. Keeper	8-12-1969	Rs. 95.00	Rs. 15/-	Rs. 110.00	Rs. 5.00
11.	Mr. Cajetan D'Costa	D. Keeper	20- 2-1971	Rs. 95.00	Rs. 15/-	Rs. 110.00	Rs. 5.00
12.	Mr. Govind Naik	D. Keeper	1- 3-1971	Rs. 95.00	Rs. 15/-	Rs. 110.00	Rs. 5.00
13.	Mr. Antonio Fernandes	D. Keeper	24- 1-1972	Rs. 95.00	Rs. 15/-	Rs. 110.00	Rs. 5.00
14.	Mr. Shaik Yusuf	D. Keeper	13- 8-1972	Rs. 95.00	Rs. 15/-	Rs. 110.00	Rs. 5.00
15.	Mr. Babalal Khatib	Watchman	23-10-1967	Rs. 125.00	Rs. 15/-	Rs. 140.00	Rs. 10.00
16.	Mr. Basappa Talwar	Excavanger	1-12-1974	Rs. 70.00	Rs. 15/-	Rs. 85.00	Rs. 5.00

Dated at Curchorem on the 27th day of August, 1974.

Order

No. CLE/1/ID(21)/73/IT-22/73-74

The following Award given by the Industrial Tribunal, Goa, Daman and Diu, on an Industrial Dispute between the Management of M/s. Gurudas Y. Shet, Panaji, Goa and the workman employed by them, is hereby published as required vide provisions of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947).

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 27th November, 1974.

Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 1 of 1974

Adjudication

Between

M/s. Gurudas Y. Shet, Panaji, Goa  
And  
Their workman.

In the matter of termination of services of Ankush Bale.

Appearances:

Mr. Gurudas Y. Shet, proprietor, for employer.  
None for the workman.

AWARD

(24-9-1974)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947, relating to the dispute between M/s. Gurudas Y. Shet, Panaji, Goa, and the workman Ankush

Bale, an employee of the said concern. The demand in the reference reads thus:

«Whether the action of Shri Gurudas Y. Shet, the manager of Fair Price Shop No. 6, near Mahalaxmi Temple Panaji (Goa), in terminating the services of Shri Ankush Bale, the workman with effect from 7-2-1973 is justified and legal? If not, to what relief the concerned workman is entitled?»

2. In the statement of claim it is alleged that Ankush Bale was employed by Government Employees' Society, Panjim, as a salesman in 1965. With effect from 1st May, 1972 the said Society was taken over by M/s. Gurudas Y. Shet with the assurance that the services of the employees of the society will be continued. Within a month after taking over the society, the employer started having illegal transactions in essential commodities. Ankush Bale and his two colleagues informed the local authorities of the illegal transactions carried on by the employer. When the employer came to know about this, he immediately terminated services of Ankush Bale by order dated 7-2-1973. It is this order that is challenged, its propriety and legality is challenged.

3. In his written statement the employer denies the allegation that he had some illegal transactions and services of Ankush Bale were terminated because he gave information about the alleged illegal activities to local authorities. According to the employer, when the society was taken over, Ankush Bale was asked to find out employment elsewhere. At his request he was continued for some time. Since it was not possible for the employer to continue him within profits that he earned, his services were terminated after paying him wages for one month in lieu of notice.

4. The employee Ankush Bale appeared in person on 14-2-1974 and 24-4-1974. On the next date i.e. 22-7-1974 Mr. George Vaz appeared for him, on his request the reference was adjourned to 23-7-1974, 29-7-1974 and 24-9-1974.



When the reference was called out on 24-9-1974, Mr. George Vaz stated that he had no instructions and he should be allowed to retire. The employee Ankush Bale was not present. It appears that Ankush Bale is not interested in pressing the demand. In view of this, the demand is rejected for want of evidence in support of the same. Demand rejected. Award accordingly. No order as to costs.

Sd/-

M. G. CHITALE  
Industrial Tribunal

By order and in the name of the Lieutenant Governor of  
Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

### Revenue Department

#### Notification

No. RD/LQN/69-74

Whereas by Government Notification No. RD/LQN/69/74 dated 18-4-1974 published on page 48-49 of Series II, No. 5 of the Government Gazette dated 2-5-1974, it was notified

#### SCHEDULE

(Description of the said land)

Taluka	Village	Plot No.	Survey No.	Name of the person believed to be interested	Area in sq. mts.
1	2	3	4	5	6
Bicholim	Mayem	Matriz No. 83, 84, 85, 86, 87, 88, 89, 90, 91, 112, 114 & 115.		Mayem Evacuee Property.  <i>Boundaries:</i> North: Part of survey Nos. 84, 85, 86, 114 & 115. South: Part of Survey Nos. 88, 89, 91, 92, 93 & 112. East: Part of survey Nos. 112 & 114. West: Survey No. 60 & part of Survey Nos. 80 & 84.	1287500.00
Total .....					1287500.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 23rd November, 1974.

#### Notification

No. RD/LQN/114/74

Whereas by Government Notification No. RD/LQN/114/74 dated 5-6-74 published on page 101 and 102 of Series II, No. 12 of the Official Gazette dated 20-6-1974 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz. Minor Irrigation scheme at Dunetha.

And whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of Section 5A of the

under section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land specified in the schedule appended to the said notification (hereinafter referred to as «the said land») was needed for the public purpose of Cashew Plantation at Mayem (Bicholim).

And whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

And whereas the acquisition of the said land is urgently necessary.

Now, therefore, the Government is pleased to declare under the provision of Section 6 of the said Act that the said land is required for the public purpose specified above.

The Government is also pleased to direct under sub-section (1) of section 17 of the said Act that the Collector appointed under paragraph 2 below, shall at any time on expiration of fifteen days from the publication of the notice relating to the said land under sub-section (1) of section 17 of the said Act, take possession of all waste and arable land.

2. The Government is also pleased to appoint under clause (c) of section 3 of the said Act, the Land Acquisition Officer, Collector's Office, Panaji to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer at the Collector's Office, Panaji, till the award is made.

said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Collector of Daman to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Collector, Daman and Executive Engineer, P.W.D. Daman till the award is made under Section 11.

#### SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Daman	Dunetha	—	185/1	Bhamabhai Bhikhalabhai.	3017.42
2.	— do —	— do —	—	184	Babubhai Mithalabhai.	2860.78

1	2	3	4	5	6	7
3.	Daman	Dunetha	—	183/6	Lalubhai Dhedabhai.	600.00
4.	— do —	— do —	—	185/3	Devjibhai Naranbhai.	600.70
5.	— do —	— do —	—	185/3	Chnibhai Jaganbhai.	297.35
6.	— do —	— do —	—	104/3	Chnibhai Jaganbhai.	6.30
7.	— do —	— do —	—	185/2	Chipkabhai Bavabhai.	2.25
Total .....						7384.80

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 25th November, 1974.

#### Notification

No. RD/LQN/73/74

Whereas by Government Notification No. RD/LQN/73/74 dated 18-4-1974 published on page 40-41 of Series II, No. 5 of the Government Gazette dated 2-5-1974 (hereinafter referred to as «the said Act») that the land specified in the schedule appended to the said notification (hereinafter referred to as «the said land») was needed for the public purpose of Cashew Plantation at Querim (Plot known as Ollmo Dongor of Ravan Mucasso).

And whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

And whereas the acquisition of the said land is urgently necessary.

Now, therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

The Government is also pleased to direct under sub-section (1) of Section 17 of the said Act that the Collector appointed under paragraph 2 below, shall at any time on expiration of fifteen days from the publication of the notice relating to the said land under sub-section (1) of section 17 of the said Act, take possession of all waste or arable land.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, Collector's Office, Panaji to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer at the Collector's office at Panaji, till the award is made.

#### SCHEDULE

(Description of the said land)

Taluka	Village	Plot No.	Survey No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3	4	5	6
Satari	Querim	—	1	A plot known as «Ollmo Dongor» of Ravan Mukasso. 1. Shri Parassuram Anantrao Rane Sardessai of Morlem. 2. Shri Bhau Saheb Ragobarao Rane of Ponsuli. 3. Shri Bacharam Viswasrao Rane of Ponsuli. 4. Shri Balasaheb Viswas Rane of Ponsuli. 5. Smt. Satyavati Dattaramrao Rane of Ponsuli. 6. Shri Venkatrao Viswasrao Rane of Ponsuli.	531600.00
Total .....					531600.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 23rd November, 1974.

#### Notification

No. RD/LQN/254/73

Whereas by Government Notification No. RD/LQN/254/73 dated 27-11-1973 published on page 329 of Series II, No. 37 of the Official Gazette, dated 13-12-1973 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land specified in the schedule appended to the said notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz. utilization of Sewage for Agriculture at Taleigao.

And whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule

hereto is needed to be acquired for the public purpose specified above.

Now, therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Deputy Collector Goa, North Division, Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Deputy Collector Goa, North Division, Panaji, till the award is made under Section 11.

SCHEDULE  
(Description of the said land)

Taluka	Village	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Tiswadi	Caranzalem	1	—	Shri B. N. Naik of Caranzalem, Tonca, Panaji.	4525.00
<p style="text-align: center;"><i>Boundaries:</i>  North: Government land acquired for Sewage Treatment Plant.  South: Nala.  East: Nala.  West: Land of Shri B. N. Naik of Caranzalem.</p>					
Total .....					4525.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 4th December, 1974.

Office of the Collector and D. C. A.

Order

No. COL/CAB/72/74/211

Under Article 18 of the Devasthan Regulation (Regulamento de Mazanias) the following persons are hereby appointed on the Special Committee to frame draft bye-laws of the Devasthan «Shri Garudi» of Querim, Pernem.

Effective members:

President: Shri Vassudev Sadashiv Zalba.  
Treasurer: Shri Visram Vishnu Zalba.  
Attorney: Shri Narayan Saularam Zalba.  
Clerk: Shri Shridhar Queshav Zalba.

Substitute members:

President: Shri Krishna Bhiva Zalba.  
Treasurer: Shri Mahadev Keshav Zalba.  
Attorney: Shri Vishvanath Bhiva Zalba.  
Clerk: Shri Gangaram Vithu Zalba.

The Committee is required to submit its report to the Government within a period of six months from the date of publication of this order in the Official Gazette. The procedure laid down under Articles 17 and 18 of the Devasthan Regulation as amended by the Legislative Diploma No. 1899, dated 29-5-1959, and also the Government directives contained in the Revenue Department's letter No. RD/END/116-71/II, dated 27-7-1971, may be followed to frame the bye-laws.

The Committee is also entrusted with management of the Devalaya pending approval of the bye-laws.

This has been approved by the Government.

R. Narayanaswami, Collector and DCA.

Panaji, 31st October, 1974.

Order

No. COL/CAB/70/73/215

Under Article 18 of the Devasthan Regulation (Regulamento de Mazanias) an extension of time limit for a further period of six months from the date of publication of this order in the Official Gazette, has been granted for the Special Committee appointed by the Order published in the Government Gazette No. 42 Series II, dated 20-10-1960 to frame draft bye-laws of the Devasthan «Shri Laxmi» of Benaulim, Salcete, to submit those draft bye-laws for approval of the Government.

2. The following persons are appointed as treasurer and the substitute treasurer of the said Committee.

Treasurer: Shri Shamrao Laxman Nagzarkar.  
Substitute Treasurer: Shri Krishnarao Pandarinath Lotlikar.

This has been approved by the Government.

R. Narayanaswami, Collector and DCA.

Panaji, 16th November, 1974.

Finance Department (Revenue)

Notification

No. FIN(Rev)/2-41/part/9/3303/74

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa, Daman and Diu Entertainment Tax Act, 1964, Government is pleased to exempt from the payment of Entertainment Tax, the tickets issued for premiere show of hindi film «BOBBY» to be screened at Vasco-da-Gama on 4-12-1974 at 9.30 p.m., organised by the Goa, Daman and Diu Billiards and Snooker Association, Vasco-da-Gama.

2. The exemption is subject to the condition that the entire proceeds accrued from the film show without deduction of expenses are credited to the funds of the Goa, Daman and Diu Billiards and Snooker Association, Vasco-da-Gama and are utilised for its activities only.

3. The Secretary of the said Association should maintain the accounts and submit the same to the Commissioner of Entertainment Tax, Panaji as soon as the programme is over.

4. All the tickets proposed to be sold for this film show should bear the seal of the prescribed officer or of his office.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. S. Sukhthankar, Under Secretary (Finance).

Panaji, 27th November, 1974.

Notification

No. Fin(Rev)/2-41/part/9/3290/74

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa, Daman and Diu Entertainment Tax Act, 1964, Government is pleased to exempt from the pay-

ment of Entertainment Tax the tickets issued for the konkani drama «SUKH TARVOTEANCHEM» to be staged on 2-12-1974 at Goa Velha organised by the President, Goa Velha Sports Club.

2. The exemption is subject to the condition that the entire proceeds accrued from the drama without deduction of expenses are credited to the funds of Goa Velha Sports Club and are utilised for the promotion of sports, social and cultural activities of the said Club.

3. The President, Goa Velha Sports Club should maintain the accounts and submit the same to the Commissioner of Entertainment Tax, Panaji, as soon as the programme is over.

4. All the tickets proposed to be sold for this drama should bear the seal of the prescribed officer or of his office.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. S. Sukhthankar, Under Secretary (Finance).

Panaji, 27th November, 1974.

#### Notification

No. Fin(Rev)/2-41/part/9/3301/74

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa, Daman and Diu Entertainment Tax Act, 1964, Government is pleased to exempt from the payment of Entertainment Tax the tickets issued for premiere show of hindi film «BOBBY» to be screened on 4-12-1974 at Alankar Theatre, Mapusa at 10 p.m., organised by Boston Cricket Club, Panaji.

2. The exemption is subject to the condition that the entire proceeds accrued from the film show without deduction of expenses are credited to the funds of Boston Cricket Club, Panaji and are utilised for its activities only.

3. The Secretary, Boston Cricket Club, Panaji should maintain the accounts and submit the same to the Commissioner of Entertainment Tax, Panaji, as soon as the programme is over.

4. All the tickets proposed to be sold for this film show should bear the seal of the prescribed officer or of his office.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. S. Sukhthankar, Under Secretary (Finance).

Panaji, 27th November, 1974.

#### Notification

No. Fin(Rev)/2-41/part/9/3310/74

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa, Daman and Diu Entertainment Tax Act, 1964, Government is pleased to exempt from the payment of Entertainment Tax the tickets issued for premiere show of hindi film «BOBBY» to be screened at Hira Taikies, Bicholim on 5-12-1974 at 7.00 p.m. organised by Bicholim Cricket Club.

2. The exemption is subject to the condition that the entire proceeds accrued from the film show without deduction of expenses are credited to the funds of Bicholim Cricket Club and are utilised for its activities only.

3. Shri S. S. Naik Alornekar, Secretary of the Club should maintain the accounts and submit the same to the Com-

missioner of Entertainment Tax, Panaji as soon as the programme is over.

4. All the tickets proposed to be sold for this film show should bear the seal of the prescribed officer or of his office.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. S. Sukhthankar, Under Secretary (Finance).

Panaji, 27th November, 1974.

#### Notification

No. Fin(Rev)/2-41/Part/9/3273/74

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa, Daman and Diu Entertainment Tax Act, 1964, Government is pleased to exempt from the payment of Entertainment Tax the tickets issued for Premier show of hindi film «Bobby» to be screened at National Cine Theatre Panaji on 4-12-1974 at 10.00 P.M. organised by Panjim Gymkhana.

The exemption is subject to the condition that the entire proceeds accrued from the film show without deduction of expenses are credited to the funds of Panjim Gymkhana and are utilised for the promotion of physical education and sports activities only.

The Secretary, Panjim Gymkhana should maintain the accounts and submit to the Commissioner of Entertainment Tax, Panaji as soon as the programme is over.

All the tickets proposed to be sold for this film show should bear the seal of the prescribed officer or of his office.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. S. Sukhthankar, Under Secretary (Finance).

Panaji, 29th November, 1974.

#### Notification

No. Fin(Rev)/2-41/part/9/3324/74

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa, Daman and Diu Entertainment Tax 1964, Government is pleased to exempt from the payment of Entertainment Tax the tickets issued for the «Foot-Ball Match» proposed to be played between Salgaonkar Sports Club and the Panvel Sports Club on 1-12-74 at 4.30 p.m., at Panaji Gymkhana Ground organised by Goa Foot-Ball Association, Panaji.

2. The exemption is subject to the condition that the entire proceeds accrued from the match without deduction of expenses are credited to the funds of Goa Foot-bal Association and are utilised for the welfare of the players only.

3. The Vive-President, Goa Foot-ball Association, Panaji should maintain the accounts and submit the same to the Commissioner of Entertainment Tax, Panaji, as soon as the programme is over.

4. All the tickets proposed to be sold for this match should bear the seal of the prescribed officer or of his office.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. S. Sukhthankar, Under Secretary (Finance).

Panaji, 30th November, 1974.